

Defense Counsel minutes later demanded the addition of new contract terms, which constituted a counter-offer that Plaintiffs had not accepted. (Id. at 6-7.) Judge Rice also found that the Parties had not reached a binding agreement because, as required by Local Rule 41.2(a), the Court had not yet approved the settlement of S.F.'s claims. (Id. at 7); Local Rule 41.2(a) ("No claim of a minor . . . shall be . . . settled . . . unless approved by the court.").

Defendant objected to both findings, contending that (1) the Parties reached an oral settlement agreement before the Parties sent emails clarifying and adding to the agreement; and (2) the agreement is binding, even though the Court has yet to approve the settlement pursuant to Local Rule 41.2(a). (Doc. No. 50.) I do not agree.

I will **OVERRULE** these objections, and **APPROVE and ADOPT** the Report and Recommendation. 28 U.S.C. § 636(b)(1) (upon reviewing objections *de novo*, district court may "accept, reject, or modify, in whole or in part, the Magistrate Judge's findings and recommendations").

AND NOW, this 2nd day of April, 2015, upon consideration of Defendant's Motion to Enforce, the Report and Recommendation, and all related filings, it is hereby **ORDERED** that:

1. The Report and Recommendation (Doc. No. 49) is **APPROVED and ADOPTED**;
2. Defendant's Motion to Enforce (Case No. 13-4756, Doc. No. 40; Case No. 13-6599, Doc. No. 36) is **DENIED**;
3. The Parties shall have until **May 4, 2015** to complete discovery on Plaintiffs' remaining claim; and
4. Trial in this matter is scheduled for **May 5, 2015**.

AND IT IS SO ORDERED.

/s/ Paul S. Diamond

Paul S. Diamond, J.

April 2, 2015